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15 *Attorneys for Plaintiff*
16 *ELECTRIC SOLIDUS, INC. d/b/a SWAN BITCOIN*

17 **IN THE UNITED STATES DISTRICT COURT**
18 **FOR THE CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

19 ELECTRIC SOLIDUS, INC. d/b/a
20 SWAN BITCOIN, a Delaware
corporation,

21 Plaintiff,

22 v.

23 PROTON MANAGEMENT LTD., a
British Virgin Islands corporation;
24 THOMAS PATRICK FURLONG; ILIOS
CORP., a California corporation;
25 MICHAEL ALEXANDER HOLMES;
26 RAFAEL DIAS MONTELEONE;
SANTHIRAN NAIDOO; ENRIQUE
ROMUALDEZ; and LUCAS
VASCONCELOS,

27 Defendants.
28

Case No. 2:24-cv-8280-MWC-E

**DECLARATION OF MARTIN A.
HEWETT IN SUPPORT OF GIBSON,
DUNN & CRUTCHER LLP'S
MOTION TO WITHDRAW AS
COUNSEL FOR PLAINTIFF
ELECTRIC SOLIDUS, INC. D/B/A
SWAN BITCOIN**

Judge: Hon. Michelle Williams Court

1 I, MARTIN A. HEWETT, declare and state as follows:

2 1. I am a partner and Deputy General Counsel at the law firm of Gibson, Dunn
3 & Crutcher LLP (“Gibson Dunn”). I have personal knowledge of all the facts set forth
4 in this declaration and, if called to testify, I could and would competently testify to them.

5 2. I submit this declaration in support of Gibson Dunn’s Motion to Withdraw
6 as Counsel for Plaintiff Electric Solidus, Inc. d/b/a Swan Bitcoin (“Swan”).

7 3. On October 30, 2024, Barry H. Berke joined Gibson Dunn as a partner,
8 along with a team of several other attorneys who also joined the firm as partners (Dani
9 James, Michael Martinez, Darren LaVerne, and Jordan Estes), all of whom had
10 previously been partners at Kramer Levin Naftalis & Frankel LLP.

11 4. While there was no matter in which Mr. Berke or his team was involved
12 that was adverse to Swan, as a precaution the Firm implemented an ethical screen when
13 Mr. Berke and his team joined Gibson Dunn between them and the lawyers working on
14 any matters for Swan.

15 5. The Firm does not currently represent Tether on any matter and Tether is
16 not currently a party to any litigation in which the Firm represents Swan or any other
17 client. Swan has referenced a case in the United States District Court for the Southern
18 District of New York, which I believe is *Tiger Mines New York, Incorporated v. Tether*
19 *Holdings Limited et al.* (S.D.N.Y. Case No. 1:24-cv-05905-VEC), in which Mr. Berke’s
20 Gibson Dunn contact information is listed on the docket. That appears to have been a
21 result of a global change to Mr. Berke’s ECF contact information, as Gibson Dunn never
22 made an appearance in that case and did not represent Tether in that matter. That matter
23 was closed by the court on November 8, 2024, only a handful of days after Mr. Berke
24 joined Gibson Dunn, as the result of the plaintiff filing a notice of voluntary dismissal.

25 6. On November 19, 2024, I spoke with David Wollmuth of Wollmuth Maher
26 & Deutsch LLP, who had previously identified himself as counsel for Swan. He told
27 me that Swan demanded a payment from Gibson Dunn of \$18 million. I understood Mr.
28

1 Wollmuth to mean that absent such a payment by Gibson Dunn, Swan would oppose
2 any motion by Gibson Dunn to withdraw as Swan's counsel in this action.

3 I declare under penalty of perjury that the foregoing is true and correct. Executed
4 on this 24th day of November in 2024, in Washington D.C.

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7 Martin A. Hewett
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